

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41CFR) 1-16.601

**US GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE

Lease No.  
GS-07B-15613

THIS LEASE, made and entered into this date by and between x

whose address is x

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

14,788 Rentable Square Feet, 10,068 Usable Square Feet, of office, inclusive of 31 parking spaces, and sole joint use amenities (vending/food service and conference room, approximately 525 USF/ 771 RSF and all antennas or dish satellites), at no additional cost to the Government, in a building known as the Carlsbad Federal Building and bearing the municipal address of

114 Halagueno, Carlsbad, New Mexico 88220. Legally described in Exhibits B (As Built Drawings) & Exhibit C (Legal Description). The Common Area Factor (CAF) is agreed to be established at 1.46878 percent.

The office and related area shall be occupied, as follows:

Space A - USDA/RHS	1,279 rentable square feet
Space B - USDA/FS	2,519 rentable square feet
Space C - USDA/NRCS	1,901 rentable square feet
Space D - USDA/FSA	2,039 rentable square feet
Space E - ID/Geo Survey	2,343 rentable square feet
Space F - LD/MSHA	2,247 rentable square feet
Space G - HHS/SSA	1,689 rentable square feet
Vending/Conference	771 rentable square feet

; to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on \_\_\_\_\_, 2006 through, \_\_\_\_\_, 2011, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$124,219.20 per annum at the rate of \$10,351.60 per month or \$8.40, (14,788 RSF x \$8.40) per Rentable Square Foot, in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable electronically through the ACH Vendor/Miscellaneous Payment enrollment to:x

4. The Government may terminate this lease in whole or in part any time, by giving at least 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- Facilities, all services & utilities, maintenance and tenant improvements shall be provided in accordance with Lease 5NM0035, dated 9/9/05.
- This lease is subject to adjustment for operating cost & operating cost base in accordance with paragraphs 2.5

& 2.6 of the Lease. The base rate for adjustments is established at \$56,490.16 or \$3.82 per Rentable Square Foot.

- c. The adjustment for vacant space per paragraph 2.12 of the Solicitation For Offer is \$1.65 per ANSI/BOMA Office Area square foot.
- d. The lease is subject to adjustments as provided by the tax adjustment for premises, provisions of paragraph 2.3 of the Lease. The Government's percentage of the occupancy of the building established at 14,788 Rentable Square Feet or 14,788 RSF / 18,019 Total RSF = 82 % of the entire building.
- e. When ordered and provided, in accordance with paragraph 6.3 of the lease, overtime heat or air shall be provided at the rate of \$10 per hour. Overtime will not be charged for heat or air during the 11 hours per day specified in the lease.
- f. For purposes of the technical requirements in Lease 5NM0035, the space currently occupied by the Government is acceptable as-is. Future alterations are subject to the terms, conditions and requirements in the lease and the determination of the General Services Administration Contracting Officer.
- g. This transaction is part of a sale of the subject property by the Federal Government and at the same time the sale is subject to a lease of the premises back to the Government. The sale is predicated on and conditioned upon the acceptance of the lease terms as set forth by the Government. All Government owned security equipment shall remain the property of the Government and the Government reserves the right to use common area space for security purposes, at no additional cost to the Government.
- h. Any backfill of vacant space by the lessor shall be subject to the following: (a) mutually agreeable tenant for both parties and consent by either party shall not be unreasonably withheld (b) limited to general office use for professional personnel or their staff and (c) shall not increase the current level of building service for other tenants in the building.

6. The following are attached and made a part hereof:

Exhibit A- Lease 5NM0035, dated 9/9/05-(27 pages)

Exhibit B- As Built Drawings ( 2 pages)

Exhibit C- Legal Description (1 page)

Including GSA Forms – General Clauses, GSA Form 3517 (Rev. 7/04), (32 pages)

Representations and Certifications, GSA form 3518 (Rev 7/04), (7 pages)

7. The following changes were made in this lease prior to its execution

Paragraph 5 of SF-2 was deleted in its entirety and substituted.

**All other terms and conditions of the lease shall remain in force and effect.**

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

IN THE PRESENCE OF:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
819 TAYLOR STREET  
FORT WORTH, TX 76102

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Official title)